

**TOWN OF AMHERST,  
NEW HAMPSHIRE**

**CABLE TELEVISION TRANSFER AGREEMENT**

**APPROVAL OF THE REQUEST FOR TRANSFER OF CONTROL  
OF THE CABLE TELEVISION FRANCHISE**

**THE BOARD OF SELECTMEN**

**TOWN OF AMHERST  
TOWN HALL  
AMHERST, NEW HAMPSHIRE**

**AUGUST 30, 1999**

**CABLE TELEVISION TRANSFER AGREEMENT****TOWN OF AMHERST, NEW HAMPSHIRE**

This Transfer Agreement (the "Transfer Agreement") is made this 30<sup>th</sup> day of August, 1999, by and between the Board of Selectmen of the Town of Amherst as statutory Franchising Authority under R.S.A 53-C:1(IV), and Adelphia Communications Corporation ("Adelphia"), as the Cable Television Transferee in the Town of Amherst.

**WITNESSETH:**

WHEREAS, the current cable television Franchisee in the Town of Amherst (the "Town") is Harron Cablevision of New Hampshire, Inc. ("Harron"); and

WHEREAS, Harron is subject to the terms and conditions contained in the Cable Television Franchise (the "Franchise"), dated \_\_\_\_\_ 19\_\_, which remains in full force and effect; and

WHEREAS, Adelphia submitted an FCC Form 394 transfer request (the "Transfer Request") to the Board of Selectmen, on April 9, 1999, requesting approval of a transfer of control of the cable television system in the Town from Harron to Adelphia; and

WHEREAS, the Franchising Authority participated in a public hearing on the Transfer Request on June 16, 1999 in the Merrimack District Courthouse, at which time Town representatives questioned Harron and Adelphia officials on a number of transfer-related issues; and

WHEREAS, on June 22, 1999, outside counsel for the Town forwarded written follow-up questions to Adelphia regarding the Transfer Request, which questions are incorporated by reference herein and made a part hereof; and

WHEREAS, on June 30, 1999, Adelphia submitted written responses to questions asked in said June 22nd letter, which response is incorporated by reference herein and made a part hereof; and

WHEREAS, on July 1, 1999 and July 2, 1999, outside counsel for the Town forwarded written follow-up questions to Adelphia regarding the Transfer Request, which questions are incorporated by reference herein and made a part hereof; and

WHEREAS, on July 13, 1999, Adelphia submitted written responses to questions asked in said July 1<sup>st</sup> and July 2nd letters, which responses are incorporated by reference herein and made a part hereof; and

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WHEREAS, on July 16, 1999, outside counsel for the Town forwarded a third set of Written **follow-up** questions to Adelphia regarding the Transfer Request, which questions are **incorporated** by reference herein and made a part hereof; and

WHEREAS, on July 20, 1999, Adelphia submitted written responses to questions asked in said July 16th letter, which **responses** are **incorporated** by reference herein and made a **part hereof**; and

WHEREAS, in a letter dated July 26, 1999, attached hereto as **Exhibit 1**, the Town and Harron agreed to extend the **120-day** period for the Board of Selectmen to approve or deny the Transfer Request until September 3, 1999; and

WHEREAS, Adelphia has stated and assured the Town that there will be absolutely no increase in subscriber rates as a **result** of Adelphia's acquisition of Harron and the transfer; and

WHEREAS, representatives of Adelphia have agreed, verbally at said public hearings and in writing, to comply, in all **respects**, with all of the terms and conditions contained in the cable television Franchise; and

WHEREAS, Adelphia has stated that it anticipates that the transfer of control will be **legally completed** and **finalized** on or about **September 15, 1999** (the "Closing Date"); and

WHEREAS, the franchising Authority has received representations and assurances from Adelphia that it possesses the financial, management, legal, and technical **qualifications** to assume all current cable television Franchise obligations and responsibilities;

NOW THEREFORE, In **light** of the foregoing, and based upon the **information provided** to the Town by Adelphia and based upon the **benefits** which Adelphia has represented will inure to the benefit of the Town and its cable subscribers as a result of the transfer, the Franchising Authority hereby grants approval of the Transfer Request, based upon the following terms and conditions:

First, Adelphia shall comply with each and every term and condition in the Franchise.

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Second, Adelphia shall cure any and all Franchise non-compliance matters ~~no~~ later than ninety (90) days following execution of this Transfer Agreement, unless the Town and Adelphia agree to a different deadline in writing. Said non-compliance matters alleged by the Town, if any, are attached hereto as **Exhibit 2**. To ensure said Franchise compliance, Adelphia shall meet with Town officials and representatives, upon request, to ensure that all provisions of the Franchise are being and will be met.

Third, within thirty (30) days of the Closing Date, Adelphia shall hire and employ a full-time regulatory/compliance officer to be located in New Hampshire, who shall be responsible for, among other things, initially working with the Town to resolve any non-compliance matters referenced in the paragraph above and **Exhibit 2** in an efficient manner. Said position shall be on ongoing condition of this Transfer Agreement. Adelphia shall notify the Town in writing of the identity and address of said officer.

Fourth, within ninety (90) days of the Closing Date, Adelphia and the Town shall agree on specific customer service standards which will apply to Adelphia's operations in the Town. Said customer service standards shall be in writing, in a manner designed to simplify monthly reporting to, and tracking by, the Town. The Town and Adelphia shall agree upon a specific reporting format(s).

Fifth, Adelphia shall report to the Town, in writing, on the outcome of the ongoing Vermont Department of Public Service ("DPS") proceeding. In the event that the DPS requires Adelphia to improve any services to cable television subscribers in an explicit manner, the Adelphia regulatory/compliance officer, referenced in the second paragraph above, shall meet with officials and/or representatives of the Town, in good faith, to discuss such DPS improvements and whether such improvements would be appropriate for implementation in the Town.

Sixth, Adelphia shall rebuild the cable system in the Town to 750 MHz within five (5) years of the execution of this Transfer Agreement, unless otherwise required by the Franchise or otherwise agreed to by the Town and Adelphia.

Seventh, Adelphia shall provide Internet services to subscribers in the Town no later than six (6) months after completion of the cable system rebuild referenced in paragraph six above.

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Eighth, Adelphia has **stated**, at both the hearing and in **writing**, that it has no intention of selling and/or otherwise transferring the Amherst cable system to any other party. To this end, in the event that Adelphia transfers the cable system in the Town within three (3) years of execution of this Transfer Agreement, Adelphia hereby agrees **to reimburse** the Town for any **legal** fees that the Town incurs in reviewing and acting upon any **such** request for transfer.

Ninth, no **later** than thirty (30) days from **the** Closing Date, Adelphia **shall** obtain a **bond in the** amount of **Fifty** Thousand Dollars **(\$50,000.00)**, running to the Town, for a period of not **less** than three (3) years from the **execution of this Transfer Agreement**, to guarantee the commitments being made by Adelphia herein. In the event that Adelphia **does** not meet any of said commitments, the Town **shall have** the right to draw against said bond in an amount(s) commensurate with such non-compliance.

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**SIGNATURE** PAGE

This Transfer Agreement is hereby agreed by the **Board of Selectmen**, as statutory Franchising Authority **Selectmen** of the Town of Amherst, and **Addphii Communications Corporation**, as the Cable Television Transferee in the Town of Amherst.

The **Amherst** Board of **Selectmen**

\_\_\_\_\_  
Chairman

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Adelphia** Communications Corporation

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Dated: **August** \_\_\_\_, 1999

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**EXHIBIT 1**

***Letter From Adelphia Agreeing to Extension of 120-day Period***

{See Attached}

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***EXHIBIT 2***

***Non-Compliance Issues in the Amherst Cable Television Franchise***

{See Attached}